

# EXHIBIT 4

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

LANDSCAPE CONSULTANTS OF TEXAS, INC.,  
and METROPOLITAN LANDSCAPE MANAGEMENT, INC.,  
Plaintiffs,

v. Civil Action No. 4:23-cv-03516  
CITY OF HOUSTON, TEXAS, and  
MIDTOWN MANAGEMENT DISTRICT,  
Defendants.

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DEPOSITION OF

MARLON MARSHALL

30(B)(6)

TAKEN ON

WEDNESDAY, JUNE 12, 2024

10:13 A.M.

HARRIS HILBURN & SHERER, LLP

1111 ROSALIE STREET

HOUSTON, TEXAS 77004

MARLON MARSHALL 30(B)(6)  
75250

June 12, 2024

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APPEARANCES

Appearing on behalf of the Plaintiffs:

JOSHUA P. THOMPSON, ESQUIRE

ANASTASIA BODEN, ESQUIRE

Pacific Legal Foundation

555 Capitol Mall, Suite 1290

Sacramento, California 95814

(916) 419-7111

(916) 419-7747 (Fax)

jthompson@pacificlegal.org

aboden@pacificlegal.org

Appearing on behalf of the Defendant,

Midtown Management District:

BRETT J. SILEO, ESQUIRE

Harris Hilburn & Sherer, LLP

1111 Rosalie

Houston, Texas 77004

(713) 223-3936

(713) 224-5358 (Fax)

bsileo@hhstxlaw.com

MARLON MARSHALL 30(B)(6)  
75250

June 12, 2024

3

APPEARANCES (Continued)

Appearing on behalf of the Defendant, City of

Houston, Texas:

JARETT DILLARD, ESQUIRE

Husch Blackwell

600 Travis Street, Suite 2350

Houston, Texas 77002

(713) 647-6800

(713) 647-6884 (Fax)

jarett.dillard@huschblackwell.com

MARLON MARSHALL 30(B)(6)  
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June 12, 2024

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75250

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MARLON MARSHALL 30(B)(6)  
75250

June 12, 2024

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DEPOSITION OF  
MARLON MARSHALL

TAKEN ON  
WEDNESDAY, JUNE 12, 2024  
10:13 A.M.

THE REPORTER: We are on the record at 10:13 a.m.  
And, Mr. Marshall, will you please raise your right  
hand?

Do you affirm under penalty of perjury that the  
testimony you're about to give will be the truth, the whole  
truth, and nothing but the truth?

THE DEPONENT: Yes.

THE REPORTER: Thank you, sir.

Will each attorney please state their name and whom  
they represent?

MR. THOMPSON: Josh --

MR. SILEO: I'm -- oh, go ahead.

MR. THOMPSON: I'm sorry. Joshua Thompson. I  
represent Landscape Consultants of Texas and the Metropolitan  
Landscape Management Incorporated.

MR. SILEO: And this is Brett Sileo, and I represent  
Midtown Management District.

MR. DILLARD: This is Jarett Dillard, and I represent  
the City of Houston.

1 Q. On the next page at the top it says, "The district  
2 will make itself available to answer questions of DBEs and to  
3 provide information as to how a firm may effectively compete  
4 for work in the district." Do you know how the district  
5 effectuates that provision?

6 A. The district has participated in procurement events  
7 that were targeted for disadvantages -- disadvantaged  
8 businesses that were invited to those events.

9 Q. And 4 says the district keeps records of all these.  
10 Are you -- are you aware of the records of these?

11 A. No.

12 Q. And 5 says that the district will review its  
13 disadvantaged business program each year. Are you aware of --  
14 of -- if the district has done that?

15 A. The district has entered into an agreement with  
16 Midtown Redevelopment Authority since this was drafted to  
17 administer and comply with laws of the state. And the Midtown  
18 Redevelopment Authority has administrative policy that is  
19 reviewed annually.

20 Q. Does that mean that the district does not review its  
21 DBE program each year?

22 A. I'm unsure if it means that.

23 Q. Do you know -- strike that.

24 Are you aware of any review that the district has  
25 undertaken for its disadvantaged business program last year?



MARLON MARSHALL 30(B)(6)  
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1 A. No.

2 Q. And then on E, "Reporting, the personnel shall  
3 complain --"

4 A. Excuse me. Excuse me. I would like to correct that.

5 Q. Of course.

6 A. In its agreement with Midtown Redevelopment  
7 Authority, the program was reviewed last year.

8 Q. What did that review consist of?

9 A. I'm not sure.

10 Q. Is that review documented somewhere?

11 A. It is documented in minutes, from board meetings for  
12 approval of the document.

13 Q. Approval of the document. Which document are you  
14 referring to?

15 A. The Midtown Redevelopment Authority's policies and  
16 procedures.

17 Q. Back under reporting it says that, "Personnel should  
18 compile activities, results into an annual report." If you  
19 read on it says that, "Report will be prepared 90 days after  
20 the end of each fiscal year." To your knowledge, does Midtown  
21 Management District produce such reports?

22 A. Not to my knowledge.

23 Q. Okay. Are you doing okay? I'm going to move on to a  
24 different topic if --

25 A. Okay.

MARLON MARSHALL 30(B)(6)  
75250

June 12, 2024

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

LANDSCAPE CONSULTANTS OF TEXAS, INC.,

and METROPOLITAN LANDSCAPE MANAGEMENT, INC.,

Plaintiffs,

v. Civil Action No. 4:23-cv-03516

CITY OF HOUSTON, TEXAS, and

MIDTOWN MANAGEMENT DISTRICT,

Defendants.

REPORTER'S CERTIFICATION  
DEPOSITION OF MARLON MARSHALL  
JUNE 12, 2024

I, Barbara Molina Court Reporter, hereby certify to the following:

That the witness, Marlon Marshall, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on June 28, 2024, to the witness or to the attorney for the witness for examination, signature and return to NAEGELI DEPOSITION AND TRIAL by July 18, 2024;

1 That the amount of time used by each party at the  
2 deposition is as follows:

3 JOSHUA THOMPSON - 1hr 48min

4 ANASTASIA BODEN - 0hr 0min

5 BRET J. SILEO - 0hr 0min

6 JARETT J.P. DILLARD - 0hr 0min

7 That pursuant to information given to the deposition  
8 officer at the time said testimony was taken, the following  
9 includes counsel for all parties of record:

10 JOSHUA THOMPSON ATTORNEY FOR PLAINTIFF

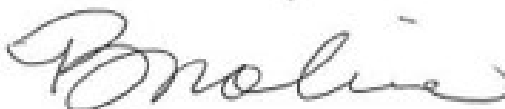
11 ANASTASIA BODEN ATTORNEY FOR PLAINTIFF

12 BRETT J. SILEO ATTORNEY FOR DEFENDANT

13 JARETT J.P. DILLARD ATTORNEY FOR DEFENDANT

14 I further certify that I am neither counsel for, related  
15 to, nor employed by any of the parties or attorneys in the  
16 action in which this proceeding was taken, and further that I  
17 am not financially or otherwise interested in the outcome of  
18 the action.

19 Certified to by me this 28th day of June, 2024.

20  
21  
22 

23 Barbara Molina 818  
24  
25

# EXHIBIT 3

EXHIBIT 3	
DEPONENT NAME: m. Marshall	DATE: 06/12/24

**Midtown Management District**  
**Invitation to Bid**  
**Field Maintenance Services Project**

**Dated Issued:** October 21, 2022

The Midtown Management District (the “Midtown District”) seeks a qualified, experienced, and professional contractor to provide landscape maintenance and general cleanup services in public spaces and right-of-way of the streets within the boundaries of the Midtown District. Prospective Responders are invited to submit their bids and qualifications.

**BACKGROUND:** The area commonly known as “Midtown” is a mixed-use urban area located generally between the Houston Central Business District and the Texas Medical Center.

The Midtown District has established a Services and Maintenance Program to support the revitalization and redevelopment of Midtown. The goal of the Services and Maintenance Program is to enhance the Midtown’s pedestrian nature, viability, and image by providing well-maintained public spaces and rights-of-way. The Field Maintenance Services Project is designed to help achieve this goal by providing landscape and maintenance services and the removal of trash, debris, and other unsightly objects in the public rights-of-way of the Midtown District.

**PROJECT:** The Midtown District’s Field Maintenance Services Project is intended to provide daily landscape maintenance and general cleanup services in public spaces and along the right-of-way of the streets throughout the entire Midtown District. A map showing the boundaries of the Midtown District is attached hereto as *Exhibit C*.

**SCOPE OF SERVICES:** The selected contractor shall furnish all personnel, labor, materials, machinery, tools, equipment, fuel, and services required to perform and complete all work in an efficient and workman-like manner as described in these specifications. The Field Maintenance Services contractor will provide at least eight (8) full-time employees to perform field maintenance services a minimum of eight (8) hours per day, five (5) days per week (Monday through Friday). A more detailed description of the services required is set forth in the “Scope of Services (General Provisions)” attached hereto as *Exhibit A* and in the “Scope of Services (Specific Provisions)” attached hereto as *Exhibit B*. The anticipated project start date is January 1, 2023 or such other date as determined by the Midtown District.

**PRICE PROPOSAL:** Please provide a price proposal to accomplish the scope described above and in *Exhibit A and Exhibit B*. Responders must complete the “Official Midtown District Bid Form” attached hereto as *Exhibit D*.

*NOTE: Responders must include Supplemental Bid to include daily rate (8 hours) and half-day rate (4 hours) to provide four (4) employees to perform maintenance operations during special events and/or weekend days*

This invitation for bid should not be construed as an agreement to purchase goods or services. The District reserves the right to reject any or all bids.

**ADDITIONAL INFORMATION:** In addition to providing the Bid Form, Responders must provide the following additional information in order to comply with this Invitation to Bid ("ITB"). Please complete all sections and respond with a maximum of 20 pages. The Bid Form and key personnel resumes are in addition to the 20-page response limit.

**Title Page** - The title page should include the ITB subject, the name and address of the Responder, and the required submission date of the Response.

**Cover Letter** - In the cover letter, outline the sales, operational, customer service and technical contacts within your organization. Include phone numbers and e-mail addresses. In addition, this letter shall include a statement by the Proposer i) accepting all terms and conditions contained in this ITB; ii) that the person signing the transmittal letter is authorized to legally bind the Proposer; and iii) that the proposal and pricing contained therein shall remain firm for a period of 180 days from the date of receipt by the Midtown District.

**Company Profile** - Provide the following general information about your company and personnel key to providing landscape maintenance services:

1. Name, address, website (if any), and phone number of your company headquarters.
2. Age of company, year of incorporation/formation, and number of employees and revenues related specifically to the delivery of landscape maintenance services.
3. Number of current customers and years of experience in this line of business.
4. Identify all key personnel designated to work on the ongoing aspects of landscape maintenance services of this project.
5. Describe your company's experience with specific examples of work on similar projects, including name of project, name, physical address, email address and phone number of contact person, and a narrative description of the services provided.
6. Description of equipment your company will utilize to perform the identified Scope of Services under this contract.
7. Describe any current or previous relationship with the Midtown District including services and products provided.

**Summary of Proposed Approach** - Provide the following regarding your company's approach and key personnel to providing field maintenance services:

1. Provide a summary that defines your overall approach to provide and manage the field maintenance services. Provide supporting information, such as organization charts or flow charts that define how your proposed solution is designed to meet the requirements of this ITB. Highlight the capabilities, services, and/or attributes of your firm that differentiate your proposal.
2. Provide copies of any relevant certifications and accreditations obtained by personnel who will be assigned to the project.
3. Provide details about any "Value Added Services" your company proposes in providing field maintenance services to the Midtown District. "Value Added Services" means either voluntary contributions or services from the Contractor in furtherance of the Agreement, which shall not be charged to the Midtown District or which will result in cost savings to the Midtown District.

**References** - Provide the following reference information about your company:

1. Provide up to three references of companies/organizations that have used your services for a minimum of three years on the same or similar basis as is proposed to Midtown District. Contact name(s) and phone number(s) must be included. Also, please indicate the length of the relationship, date of service commencement, and what products or services are supplied to each such company.
2. Provide up to three references of companies that have used your services on the same or similar basis as is proposed to the Midtown District for a period of more than 12 months, but less than 24 months. Contact name(s), email address, and phone number(s) must be included.
3. Provide at least two references for companies that recently issued a Proposal to your company that you were **not** awarded, or that replaced your services with another provider within the last 24 months. Contact name(s), email address, and phone number(s) must be included.

**Financial Considerations** – In addition to the information requested on the Official Midtown District Bid Form, please provide the following financial related information:

1. Provide a summary that defines your overall pricing strategy proposed for this project. Briefly describe all fees that may be incurred by the Midtown District over the Agreement term.
2. Explain how the proposed pricing strategy will ensure that service and performance levels will be maintained consistently at all times.
3. Identify any other fees or costs the Midtown District will incur as a result of your proposal

**INSURANCE REQUIREMENTS:** Responders must provide proof of insurance with, at a minimum, the following coverage and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory for Workers Compensation
Employer's Liability	Bodily Injury \$1,000,000
Comprehensive Commercial General Liability, Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under the Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the required insurance is not in place at the time responses are submitted, responders must show evidence of insurability at the above described coverage limits, which evidence can be in the form of a valid insurance quote or such other evidence of insurability acceptable to the Midtown District. Alternatively, the responders may submit a copy of a valid Certificate of Insurance with the above coverage and limits of liability as proof of insurance.

Insurance must be in effect at the time a Contract is executed with the successful bidder.

**PARTICIPATION OF MINORITY, WOMEN, AND DISADVANTAGED BUSINESS**

**ENTERPRISES (MWDBE):** It is the policy of the Midtown District to stimulate the growth of minority, women, and disadvantaged business enterprises (MWDBEs) by encouraging the full participation of MWDBE businesses in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts. MWDBE firms must be certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women's Business Council. Proof of such certifications should be included with the Response.

**EVALUATION CRITERIA:** The contract will be awarded to one or more Responders at the sole discretion of the Midtown District after consideration of the quality of service, product, price and other factors that are deemed relevant to the services to be performed. Prospective Responders must have a satisfactory record of contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the Agreement. By submitting this Response, Responder warrants that it is legally authorized to do business in the State of Texas (a "Certificate of Registration" from the Texas Secretary of State's Office will be required of the selected Responder prior to contract award), is in compliance with all applicable laws and regulations, is not prohibited from doing business with the Midtown District or with the City of Houston (the "City") by law, order, regulation, or otherwise, and the person submitting the Response on behalf of the Responder is authorized by the Responder to bind it to the terms of the Response.

In addition to the factors already set forth, the adequacy of the Proposer's proposal will be evaluated according to the following criteria:

**Financial Considerations - 50 POINTS**

**Organizational Qualifications and References - 25 POINTS**

**Proposed Approach - 15 POINTS**

**Minority, Women, Disadvantaged Business Enterprise (MWDBE) - 10 POINTS**

**CONTRACT AWARD AND TERMS:** The Midtown District will negotiate final contract terms upon selection. Any contract presented is subject to review by the Midtown District staff and its legal counsel. Final approval and contract award will be by the Midtown Management District Board of Directors.

**PRE-BID CONFERENCE:** A Pre-Bid Conference will be held on **November 1, 2022 at 2:00 PM (CST)** at the Midtown District offices located at 410 Pierce Street, Suite 355, Houston, TX 77002. Attendance at the pre-bid conference is strongly encouraged but is not mandatory.

**BID SUBMISSION:** The Response to this Invitation to Bid should be electronically submitted in a single package (.pdf file) clearly marked for identification in the subject reference line with the Respondent's name and the words "**Response to Invitation for Bid for Field Maintenance Services Project**". All Responses must be **RECEIVED** on or before **2:00 PM(CST) on November 15, 2022. NO LATE SUBMISSIONS WILL BE CONSIDERED.** Responses should be submitted via email to [mmmarshall@midtownhouston.com](mailto:mmmarshall@midtownhouston.com).

Questions concerning this Invitation To Bid must be submitted via [www.CivCastUSA.com](http://www.CivCastUSA.com) (search "Midtown – Landscape and Field Maintenance Services") on or before 2:00 p.m. (CST) on November 8, 2022.



## **Exhibit A**

### **Midtown Field Maintenance Services**

#### **Scope of Services**

##### *(General Provisions)*

Contractor shall provide all personnel, materials, tools, equipment, and services required to provide daily general maintenance, landscape and cleanup services including but not limited to mowing, edging, weeding, blowing, hand irrigation, power washing, tree trimming, trash collection, debris and litter removal ("Field Maintenance Services") in public spaces and right-of-ways in the area commonly known as "Midtown" in the City of Houston, Texas. Contractor will provide at least eight (8) full-time employees, one (1) of which shall be a working supervisor, who are assigned solely to perform Field Maintenance Services on behalf of the Midtown District at least five (5) days a week. Each full-time employee shall work a minimum of 40 hours per week within the District and shall at all times be dressed appropriately (specifically, employees shall wear a Midtown uniform consisting of a shirt and vest containing the Midtown name and logo, which shirt and vest will be supplied by the Midtown District). Contractor represents that it has the necessary current licenses, including but not limited to pest control and irrigation licenses, to perform its obligations under this Agreement.

To the extent the Field Maintenance Services to be performed hereunder entails landscape maintenance, such services shall be provided in accordance with the Midtown Field Maintenance Services Specifications set forth in the Scope of Services (Specific Provisions) attached hereto as Exhibit B.

Contractor shall provide at its sole cost and expense two (2) EZ Go Carts or similar type golf cart vehicles for use in trash and debris collection within the Midtown District. At all times while in the Midtown District, vehicles shall display clearly visible signage containing the Midtown District's name and logo. Any such signage shall be provided by the Midtown District for use by the Contractor and must be surrendered to the Midtown District upon termination of this Agreement. Contractor shall be solely responsible for the disposal of trash and debris collected and shall properly dispose of any such trash and debris in accordance with any applicable municipal, state or federal law.

Contractor shall provide at its sole cost and expense a watering tank for use in hand irrigation within the Midtown District.

Contractor shall provide, at its sole cost and expense, a facility for storage of its materials, tools, and equipment required to provide the services required under this Agreement. The Midtown District shall have no responsibility for any loss or damage to any of the Contractor's materials, tools or equipment.

Contractor shall provide weekly written reports in form and substance as is required by the Executive Director of the Midtown District or his designee. The form, substance and frequency of such reports shall be in the sole discretion of and may be changed periodically by the Executive Director of the Midtown District or his designee and Contractor shall be given at least 1-week advance notice of such changes in reporting requirements.

Contractor shall coordinate weekly with the Executive Director of the Midtown District or his designee for work assignments and to determine an appropriate schedule for performance of such Field Maintenance Services. In the event of a change in such schedule for any reason, Contractor will notify the Executive Director or his designee immediately of such change.

In the event, Contractor shall be unable to perform the Field Maintenance Services due to inclement weather, such Field Maintenance Services shall be performed at the next earliest possible date when inclement weather no longer prohibits Contractor from performing such services.

## **Exhibit B**

### **Midtown Field Maintenance Services**

#### **Scope of Services** *(Specific Provisions)*

#### **PART I GENERAL**

##### **1.01 SCOPE**

A) Work included: perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the public spaces and rights of way within the Midtown District. Such work includes, but is not limited to the following:

1. Mowing, edging, and trimming of lawn areas
2. Pruning and trimming of plant material
3. Weeding and cleaning of plant beds
4. Application of fertilizer, insecticides, fungicide, and herbicides
5. Removal of trash, litter and debris
6. Monitor adjustments, coverage and repair of sprinkler systems
7. Hand irrigation of landscaping not serviced by the automatic sprinkler systems
8. Power washing of brick pavers, planters and hardscape material.

B) Related work under a separate contract:

1. Sprinkler repair (excluding that which damaged by Contractor)
2. Plant replacement

C) Extra Services:

All services not covered under this contract shall be considered “**EXTRA SERVICES**” and will be charged separately according to the nature of the task and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

##### **1.02 CONTRACTOR’S PERFORMANCE**

The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise shall be kept to a minimum and work staged from a location on the site as to not interfere with the users of the site.

**1.03** **CONTRACTOR'S RESPONSIBILITIES**

- A) Trees, shrubs or turf that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced by the Contractor at no expense to the Midtown District.
- B) Sprinklers or structures that are damaged due to the Contractor's operations or negligence must be repaired or replaced by the Contractor promptly.

**1.04** **EMERGENCIES**

The Contractor shall respond to emergency or complaint calls regarding conditions in the public right of way requiring immediate attention, including but not limited to, fallen trees or branches or water leaks. Contractor shall immediately notify the Midtown District of any water leaks or other conditions requiring an immediate response.

**PART II** **EXECUTION**

**2.01** **TURF MAINTENANCE**

- A) Mowing, edging, trimming and blowing.
  - 1. During cool weather mow at 1 1/2", hot weather at a height of 2".
  - 2. Never scalp the lawn or remove more than one half the existing top growth in one mowing.
  - 3. Trim grass around sprinkler heads each time the grounds are mowed.

**2.02** **TREE AND SHRUB MAINTENANCE**

- A) Contractor shall be responsible for staking and tying of trees at all times. Broken ties and stakes shall be replaced as needed. Adjustments or removals of ties and stakes shall be made from time to time to allow proper growth of the tree.
  - 1. All suckers shall be continually removed.
  - 2. Periodically prune or shape trees to promote correct growth (10' below).
  - 3. Periodically adjust or replace ties and stakes to insure the correct growth of trees.
  - 4. All major pruning shall be done only under the direction of the Midtown District.

**2.03 FERTILIZATION**

A) Yearly Program-Lawn

Mar 1 - Mar 31: 19-5-9 with 50% SCU, 2% FE  
May 1- May 31: 19-5-9 with 50% SCU, 2% FE  
July 1 - July 31: 19-0-6 with 2% FE  
Oct 1 - Oct 31: 8-8-19 Winterize

1. Apply at a rate of 10 lbs/1000 sq. ft. in the spring and fall.
2. Apply at a rate of 7 lbs/1000 sq. ft. in the summer.

B) Shrubs and trees need a 13-13-13 analysis fertilizer but at a rate of 8 lbs/1000 sq. ft.

C) Contractor shall notify the Midtown District prior to fertilization application.

**2.04 PESTICIDES OR CHEMICAL APPLICATIONS**

A) The Contractor is hereby granted permission to use such pesticides and chemicals as found necessary and advantageous. The Contractor assumes all liability for damage and/or injury from use of these products or equipment. The Midtown District shall be notified prior to application and advised of any potential danger associated with the use of these products.

- 1) An approved insecticide shall be used as required for chinch bugs and grubs.
- 2) Plant material insecticides will be used as necessary to control brownpatch.
- 3) Lawn fungicides will be used as required to control brownpatch.
- 4) Plant fungicides shall be used as necessary to control fungus.
- 5) A herbicide spray shall be used to prevent growth in paved areas where vegetation growth is not permitted.

**2.05 HAND IRRIGATION**

A) Contractor shall be responsible for hand watering of landscaping in areas not serviced by automatic sprinkler systems.

**2.06 POWER WASHING**

A) Contractor shall be responsible for power washing of brick pavers, planters, and hardscape material in designated areas of the District.

**2.07 GENERAL CLEAN UP**

- A) The Contractor shall remove and dispose of all waste material or refuse from their operations immediately after maintenance functions have been performed.
  - 1) Leaves, paper, grass clippings or other debris shall be bagged and removed from site during each visit.
  - 2) No turf clippings, litter or debris should be raked or blown in such a way that it ends up on privately owned property, public streets, sidewalks or in the City of Houston's water and sewer system.

**Part III      SPRINKLER MAINTENANCE SPECIFICATIONS**

**3.01      SCOPE**

- A) Work included: perform all work necessary utilizing acceptable practices for the sprinkler maintenance of the project as required herein. Such work includes but is not limited to:
  - 1) Check controller settings for proper operations.
  - 2) Activate system and check each station for the following:
    - a) Proper valve operation
    - b) Broken lines
    - c) Proper operation of heads and nozzles
    - d) Proper coverage of all landscaped areas
    - e) Proper elevation and alignment of sprinkler heads
- B) Work not included:
  - 1) Repair work on controllers and valves
  - 2) Repair of broken lines
  - 3) Correction of improper elevation of sprinkler heads
  - 4) Placement of donuts

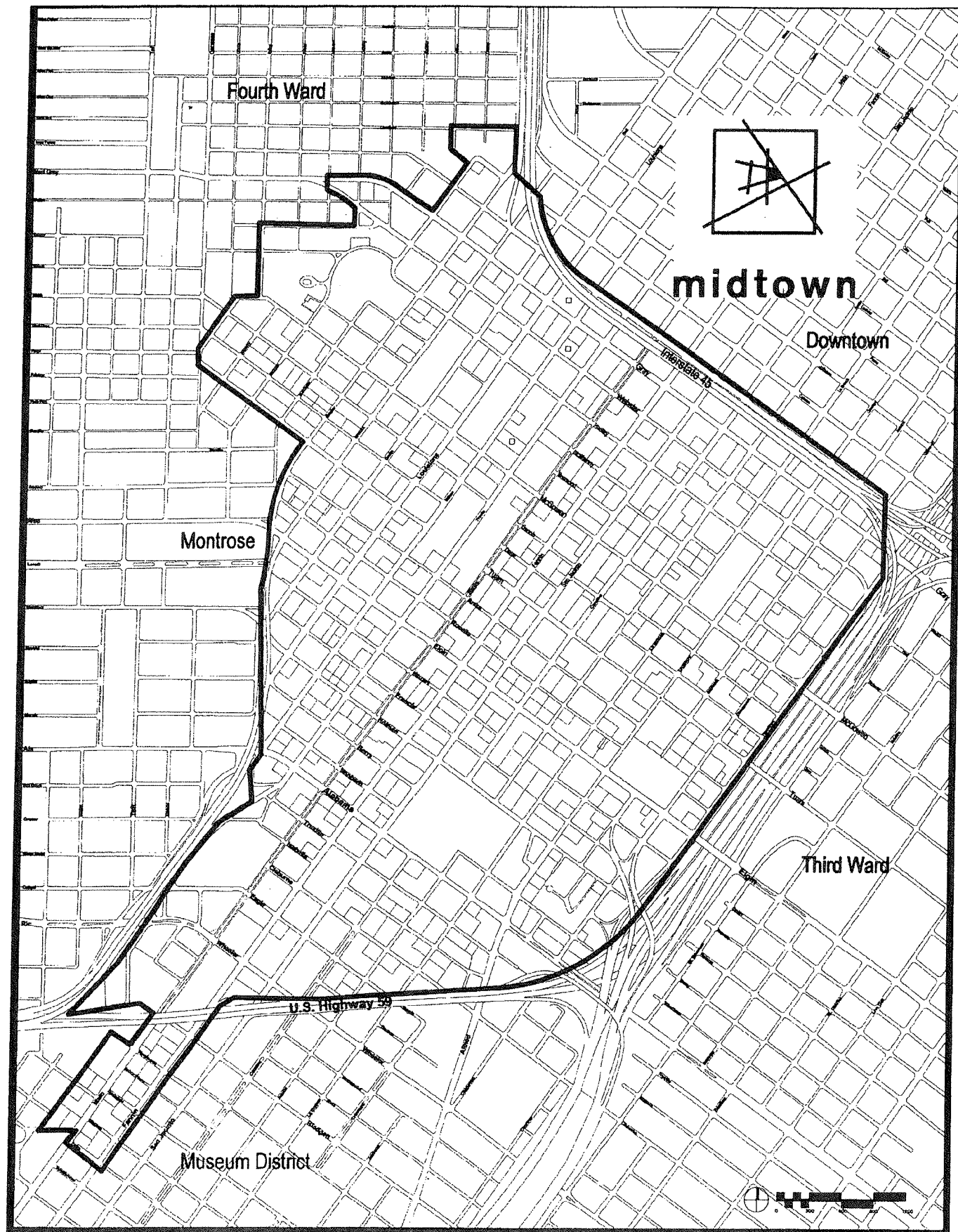
3.02

**EXECUTION**

- A) The Contractor shall monitor and program the automatic controlling devices to provide optimum moisture levels in all areas.
- 1) Irrigation cycles shall be set to take place prior to sunrise (usually 4:00-5:00 a.m.) unless otherwise instructed by the District. Avoid watering on days scheduled for maintenance visits by landscape personnel.
  - 2) If there is more than one irrigation controller, do not program to water during the same time period, as overdraft of water meters will result. Set controllers so that one finishes water cycle before next one starts.
  - 3) Adjust sprinklers to avoid windows, buildings, and walkways.
  - 4) Replace sprinkler heads damaged by mowers or other maintenance functions. Such repairs or replacements shall be made at no cost to the owner.
  - 5) Clean all clogged nozzles and flush system if necessary.
  - 6) Contractor shall complete a sprinkler check form and return it to the Midtown District after each sprinkler check. This form shall include the following:
    - a) any malfunction in the controller, valves or heads.
    - b) description of areas not receiving coverage.
    - c) work that has been performed.
    - d) work that has not been performed. Specify any problems that exist which cannot be corrected at that time. Include an approximate cost for all repairs which are not included in a sprinkler check.
  - 7) Advise Midtown District in the event that the sprinkler system is not entirely operational. Provide details of the specific work that needs to be completed to repair the sprinkler system.



**Exhibit C**  
**Map of the Midtown Management District**





**Exhibit D**

**Official Midtown District Bid Form**

To: **Midtown Management District**  
Attention: Mr. Marlon Marshall  
410 Pierce Street, Suite 355  
Houston, Texas 77002

Project: **Field Maintenance Services Project**

In compliance with the Invitation To Bid by the Midtown Management District and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

Bidder: \_\_\_\_\_

Bid Price (monthly): \$ \_\_\_\_\_ (per month)

*Supplemental Bid Price: (special events/weekends)* \$ \_\_\_\_\_ (daily rate)  
\$ \_\_\_\_\_ (half-day rate)

MWDBE STATUS: Is your company a Minority, Women, or Disadvantaged Business Enterprise (MWDBE) certified by the City of Houston, Houston Minority Business Council, and /or the Houston Women's Business Council?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please attach certificate\*

Years in Business: How many years has your company been in business? \_\_\_\_\_  
Please attach Certificate of Business Formation.\*

\*Name on the certificate must match the name of the Responder.